

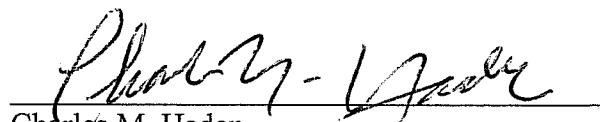
IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE: §  
NADOWESSIOUX PROPERTIES, LTD. §  
§  
DEBTOR-IN-POSSESSION §  
§  
CASE NO. 10-41418-H5-11

**UNSWORN DECLARATION OF CHARLES M. HADEN**

1. My name is Charles M. Haden. I am above the age of 18 years and am competent to make this affidavit. The following facts are within my personal knowledge and true and correct.
  - a. Debtor is Nadowessioux Properties, LTD., a Texas limited partnership owned and controlled by myself and my spouse, Shelly Haden. We are individuals and residents of the State of Texas.
  - b. On December 15, 2010, Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, initiating the above-styled bankruptcy case.
  - c. In March of 2008 Bontecou Construction, Inc. ("Bontecou") filed a notice of an alleged mechanic's lien claiming that it is owed \$854,972.34, a true and correct copy of which is attached hereto and marked **Exhibit A**.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 14, 2011. 28 U.S.C. § 1746.

  
Charles M. Haden



ANDREA L. RICHARD  
ATTORNEY AT LAW  
(307) 732-6680  
ANDREA@ARICHARDLAW.COM

199 EAST PEARL AVENUE, SUITE 102  
P.O. BOX 1245  
JACKSON, WY 83001-1245  
(307) 732-6638 FAX

March 31, 2008

**Via Electronic, First Class and Certified Mail**

Mr. and Mrs. Charles M. Haden Jr.  
San Felipe Plaza  
5847 San Felipe, Suite 1700  
Houston, TX 77057

Nadowessioux Properties, Ltd.  
764 Kuhlman Road  
Houston, TX 77024

RE: Notice of Lien

Dear Mr. and Mrs. Charles M. Haden Jr.:

As you know, Bontecou Construction Inc., previously provided you with notice of its intent to file a lien pursuant to Wyo. Stat. § 29-2-107. Accordingly, on March 31, 2008, Bontecou Construction filed its lien statement and a copy of the same is included for your reference. Thank you for your attention to this matter.

Very Truly Yours,

THE RICHARD LAW FIRM, P.C.



Andrea L. Richard

cc: Erika M. Nash, Esq.  
Peter F. Moyer, Esq.

WHEN RECORDED RETURN TO:  
The Richard Law Firm, P.C.  
P.O. Box 1245  
199 E Pearl Ave., Ste. 102  
Jackson, WY 83001  
Attn: Andrea L. Richard

LIEN STATEMENT

TO WHOM IT MAY CONCERN:

Pursuant to Wyoming Statutes, §§ 29-1-301 et. seq., BONTECOU CONSTRUCTION, INC. ("Bontecou Construction"), whose address is Post Office Box 862, Jackson, Wyoming, 83001, wishing to avail itself of the relevant provisions of Wyoming statutes and to ensure attachment and perfection of a lien to secure payment due for performing work and for furnishing labor and materials for the improvements generally known as Lot 1 of The Homes at Amangani, located in Teton County, Wyoming, and which is hereinafter described in greater detail, hereby states and declares that it claims a lien pursuant to said statutes in the amount of **Six Hundred Eighty Thousand Seven Hundred and Nine Dollars and Ninety Nine Cents (\$680,709.99),** **PLUS retainage of One Hundred Seventy Four Thousand Two Hundred Sixty Two Dollars and Thirty Five Cents (\$174,262.35) for a TOTAL of Eight Hundred Fifty Four Thousand Nine Hundred Seventy Two Dollars and Thirty Four Cents (\$854,972.34),** together with interest, attorney's fees and costs as allowed by law, as follows:

1. The name and address of the entity seeking to enforce the lien is Bontecou Construction, Inc., Post Office Box 862, Jackson, Wyoming, 83001.
2. The amount due and owing to the lien claimant is **Six Hundred Eighty Thousand Seven Hundred and Nine Dollars and Ninety Nine Cents (\$680,709.99),** **PLUS retainage of One Hundred Seventy Four Thousand Two Hundred Sixty Two Dollars and Thirty Five Cents (\$174,262.35) for a TOTAL of Eight Hundred Fifty Four Thousand Nine Hundred Seventy Two Dollars and Thirty Four Cents**

(\$854,972.34), together with interest, attorney's fees and costs as allowed by law, which amounts are continuing to accrue.

3. The names and addresses of the persons or entities against whose properties this Lien Statement is filed are:

Charles M. Haden, Jr. and Shelly Haden

San Felipe Plaza

5847 San Felipe, Suite 1700

Houston, TX, 77057

AND

Nadowessioux Properties, Ltd.

764 Kuhlman Rd.

Houston, TX 77024

4. The materials Bontecou Construction delivered to and the work Bontecou Construction performed on the land described herein consisted of labor, materials and services to and improvements upon Lot 1 of The Homes at Amangani, Teton County, Wyoming. The work performed and labor and materials supplied are described in greater detail in the unpaid invoices **Exhibit A**, and **Exhibit B** the construction contract entered into between Charles Haden and Bontecou Construction, attached hereto and incorporated herein by this reference.

5. The names of the persons or entities against whom the lien claim is made are Charles M. Haden, Jr. and Shelly Haden, and Nadowessioux Properties, Inc.

6. The last day on which work was performed or materials were furnished or services were last rendered by the lien claimant on the Properties identified in ¶ 7 hereof was on or about January 10, 2008.

7. The legal description of the premises upon which the work was performed and the labor and materials was supplied is Lot 1 of The Homes at Amangani, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on December 22, 1998 as Plat No. 943.

8. A copy of the contract by and between Charles Haden and Bontecou Construction, under which work was performed and materials were supplied in Teton County, Wyoming, is attached hereto as **Exhibit B**.

9. Notice was given to the following that Claimant intended to file a lien against the property by electronic mail on March 17, 2008, and first class mail and a certified letter, return receipt requested, dated March 17, 2008, indicating that notice was being given pursuant to Wyo. Stat. § 29-2-107 to Charles M. Haden, Jr. and Shelly Haden, and Nadowessioux Properties, Inc.

10. Therefore, Bontecou Construction, Inc., hereby claims the benefits of the statutes of the State of Wyoming relating to contractor's and materialmen's liens on the real estate described herein and improvements thereon to the extent of **Six Hundred Eighty Thousand Seven Hundred and Nine Dollars and Ninety Nine Cents (\$680,709.99), PLUS retainage of One Hundred Seventy Four Thousand Two Hundred Sixty Two Dollars and Thirty Five Cents (\$174,262.35) for a TOTAL of Eight Hundred Fifty Four Thousand Nine Hundred Seventy Two Dollars and Thirty Four Cents (\$854,972.34)**, with interest allowed by law and reasonable attorneys fees and costs against Charles M. Haden, Jr. and Shelly Haden, and Nadowessioux Properties, Inc. and against all other persons who may claim an adverse interest therein.

IN WITNESS WHEREOF, Steve Bontecou, on behalf of Lien Claimant herein has set forth his hand this 28th day of March, 2008.

BONTECOU CONSTRUCTION, INC.

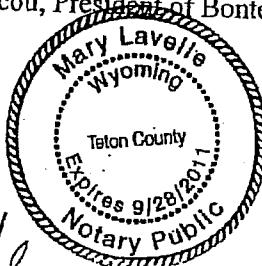
By: Steve Bontecou  
Steve Bontecou

Its: President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

Subscribed and sworn to before me by Steve Bontecou, President of Bontecou Construction, this 28th day of March, 2008.

Witness my hand and official seal.



Mary Lavelle  
Notary Public

My commission expires: 1/28/2011

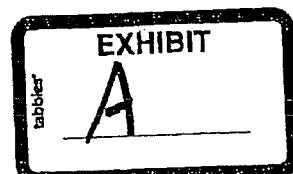
BONTECOU CONSTRUCTION, INC.  
 BOX 862  
 JACKSON, WY. 83001  
 307-733-2990-Ph 733-4803-Fax

Amangani #1  
 Haden  
 Jackson, WY 83001  
 FAX: 713/973-0447

MARCH 10 STATEMENT

February Billing	
<u>Job #144: Amangani#1/Haden</u>	
Material	201.30
Labor	287.23
Equipment	
Subcontract	1,144.99
Other	
Subtotal	1,633.52
12% OH+P	196.02
Total	1,829.54
4% Retainage	73.18
<b>TOTAL</b>	<b>1,756.36</b>

PAST DUE FROM OCTOBER	543,054.07
PAST DUE FROM NOVEMBER	270,737.01
PAST DUE FROM DECEMBER	58,361.42
PAYMENT RECEIVED ON 12/20/07	(250,000.00)
PAST DUE FROM JANUARY	56,801.13
PAYMENT DUE FROM FEBRUARY	1,756.36
<b>GRAND TOTAL</b>	<b>680,709.99</b>



## CONTINUATION SHEET

Haden AIA #144 Feb 08 COPY SB.xls

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## AIA DOCUMENT G703

A ITEM NO.	DESCRIPTION OF WORK	BONTECOU CONSTRUCTION, INC.		APPLICATION DATE: PERIOD TO:		11-MAR-08	
		C SCHEDULED VALUE	D CHANGE ORDERS	E TOTAL SCHEDULED VALUE	F WORK COMPLETED FROM PREVIOUS APPLICATION	G MATERIALS PRESENTLY STORED AND STORED TO DATE	H % (G/C)
1 GENERAL REQUIREMENTS		333,645		333,645	327,769.74 (D+E)	488.53	328,258.27 98%
2 SITE		165,808		165,808	228,574.99	1,052.49	229,607.48 130%
3 FOUNDATION		13,100		13,100	14,688.15		14,688.15 112%
4 MASONRY		142,680		142,680	234,674.83		234,674.83 164%
5 STEEL		32,100		32,100	115,384.43		115,384.43 359%
6 CONSTRUCTION FRAM/FINISH		337,700		337,700	490,295.38		490,295.38 -53,284
7 ROOFING & MOISTURE PROTEC		58,157		58,157	85,267.48		85,267.48 4,675.38
8 CABINETS		195,000		195,000	330,706.78		330,706.78 -152,595
9 WINDOWS & DOORS		82,274		82,274	166,229.32		166,229.32 19,611.82
10 DRYWALL		19,500		19,500	35,029.48		35,029.48 -27,110
11 COUNTERTOPS		68,960		68,960	92,862.17		92,862.17 3,410.70
12 TILE		70,900		70,900	113,654.47		113,654.47 -35,707
13 CEILING		165,930		165,930	181,788.17		181,788.17 13,228.27
14 FINISHES- STONE FLOORS		226,380		226,380	278,032.86		278,032.86 6,649.17
15 PAINTING		118,000		118,000	141,845.79		141,845.79 -15,858
16 SPECIALTIES		8,100		8,100	30,771.39		30,771.39 7,271.53
17 APPLIANCES		25,000		25,000	39,994.82		39,994.82 -51,653
18 SPECIAL CONSTRUCTION		47,844		47,844	53,108.16		53,108.16 11,121.31
19 MECHANICAL		222,100		222,100	538,850.91		538,850.91 5,673.83
20 ELECTRICAL/AUDIO VIDEO		424,200		424,200	538,860.91		538,860.91 -22,611
21 EQUIPMENT & STAGING		25,000		25,000	24,883.19		24,883.19 4,546.18
SUBTOTAL		2,783,378	0.00	2,783,378	3,988,151.15	1,633.52	0.00 160%
OVERHEAD +PROFIT		334,005	0	334,005	468,578	186	3,889,784.87 -1,105,407
TOTAL COST		3,117,383	0	3,117,383	4,354,728.28	0.00	4,356,558.83 -1,239,175

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Haden AIA #144 Feb 08 COPY SB.xls

APPLICATION AND CERTIFICATE FOR PAYMENTTO: Charles Haden  
FAX: 713/973-0447  
shelleyhaden@aol.comCONTRACTOR:  
Bontecou Construction  
Box 382  
Jackson, WY 83001

PROJECT: AIA DOCUMENT G702

Amangani Lot #1  
1605 N. Amangani Dr.  
Jackson, WY

chaden44@aol.com

ARCHITECT: Galambos Architects  
DATE: 11-Mar-08

1	ORIGINAL CONTRACT SUM TO DATE	\$ 3,117,388.36
2	Net change by Change Orders	
3	CONTRACT SUM TO DATE	1,292,215.28
4	TOTAL COMPLETED & STORED TO DATE	4,409,598.64
5	RETAINAGE (Column 4)	4,356,558.83
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	174,262.35
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Cert.)	4,182,296.48
8	CURRENT PAYMENT DUE	3,501,587.15
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	580,709.33
		\$ 227,302.16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS		

CO SUMMARY # 1	867,773.55
CO SUMMARY # 2	153,074.50
CO SUMMARY # 3	175,876.44
CO SUMMARY # 4	74,096.14
CO SUMMARY # 5	21,594.65
TOTAL APPROVED THIS MONTH	
NET CHANGE BY CHANGE ORDERS	1,292,215.28
ORIGINAL CONTRACT SUM TO DATE	3,117,388.36
TOTAL CONTRACT	\$4,409,598.64

PAYMENT HISTORY

1- 51,442.83

2- 88,367.59

3- 141,036.02

4- 122,640.88

5- 463,518.83

6- 211,489.62

7- 165,250.09

8- 354,083.37

9- 236,836.68

10- 166,426.44

11- 413,164.92

12- 489,227.35

13- 346,152.53

14- 250,000.00

15- 3,501,587.15

APPROVAL OF APPLICATION

CONTRACTOR:

DATE: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

AMOUNT CERTIFIED: \_\_\_\_\_

DATE: \_\_\_\_\_

3/11/08

BONTECOU CONSTRUCTION, INC.  
 BOX 862  
 JACKSON, WY. 83001  
 307-733-2990-Ph 733-4803-Fax

*FO*  
 2-11-08

Amangani #1  
 Haden  
 Jackson, WY 83001  
 FAX: 713/973-0447

FEBRUARY 10 STATEMENT

January Billing

Job #144: Amangani#1/Haden

Material	341.54
Labor	12,255.79
Equipment	
Subcontract	
Other	40,231.10
<b>Subtotal</b>	<b>52,828.43</b>
12% OH+P	6,339.41
<b>Total</b>	<b>59,167.84</b>
4% Retainage	2,366.71
<b>TOTAL</b>	<b>56,801.13</b>

PAST DUE FROM OCTOBER	543,054.07
PAST DUE FROM NOVEMBER	270,737.01
PAST DUE FROM DECEMBER	58,361.42
PAYMENT RECEIVED ON 12/20/07	(250,000.00)
CURRENT DUE FOR JANUARY	56,801.13
<b>GRAND TOTAL</b>	<b>678,953.63</b>

## CONTINUATION SHEET

Haden AIA #144 JAN 08.xls

Page 1

## BONTECO CONSTRUCTION, INC.

## AIA DOCUMENT G705

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	CHANGE ORDERS	TOTAL SCHEDULED FROM PREVIOUS VALUE	D WORK APPLICATION (D+E)	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED	G MATERIALS COMPLETED AND STORED TO DATE (D+E+F)	APPLICATION DATE:		BALANCE TO FINISH (C-G)	RETAINAGE
									PERIOD TO:	January 31, 2006		
1	GENERAL REQUIREMENTS	333,645		333,645	326,046.06	1,723.68		327,769.74	98%	5,875	13,110.79	
2	SITE	166,808		166,808	228,574.99			228,574.99	137%	-61,767	9,143.00	
3	FOUNDATION	13,100		13,100	14,688.15			14,688.15	112%	-1,568	587.53	
4	MASONRY	142,680		142,680	234,674.83			234,674.83	161%	-91,995	9,386.99	
5	STEEL	32,100		32,100	115,384.43			115,384.43	355%	-83,284	4,615.38	
6	CONSTRUCTION FRAME/FINISH	337,700		337,700	479,385.81	10,908.57		490,295.38	145%	-152,595	19,611.82	
7	ROOFING & MOISTURE PROTEC	58,157		58,157	85,267.48			85,267.48	147%	-27,110	3,410.70	
8	CABINETS	195,000		195,000	330,706.78			330,706.78	170%	-135,707	13,228.27	
9	WINDOWS & DOORS	82,274		82,274	166,264.24	(34.92)		166,229.32	202%	-83,955	6,649.17	
10	DRYWALL	19,500		19,500	35,029.48			35,029.48	180%	-15,529	1,401.18	
11	COUNTERTOPS	68,960		68,960	92,862.17			92,862.17	133%	-23,902	3,714.49	
12	TILE	70,900		70,900	113,654.47			113,654.47	150%	-42,754	4,546.18	
13	CEILING	165,930		165,930	181,788.17			181,788.17	110%	-15,858	7,271.53	
14	FINISHES- STONE FLOORS	226,380		226,380	278,032.96	4,100.00		278,032.96	123%	-51,653	11,121.31	
15	PAINTING	118,000		118,000	137,745.79			141,845.79	120%	-23,846	5,673.83	
16	SPECIALTIES	8,100		8,100	30,711.38			30,711.39	379%	-22,611	1,228.46	
17	APPLIANCES	25,000		25,000	39,894.92			39,994.92	160%	-14,995	1,599.80	
18	SPECIAL CONSTRUCTION	47,844		47,844	53,108.16			53,108.16	111%	-5,264	2,124.33	
19	MECHANICAL	222,100		222,100	363,586.96	201.58		363,788.54	164%	-141,689	14,551.54	
20	ELECTRICAL/AUDIO VIDEO	424,200		424,200	502,931.39	35,999.52		538,860.91	127%	-114,661	21,554.44	
21	EQUIPMENT & STAGING	25,000		25,000	24,883.19			24,883.19	100%	117	995.33	
	OVERHEAD +PROFIT	2,783,378	0.00	2,783,378	3,935,322.72			3,935,322.72	0.00	-1,104,773	1455.526	
		334,005	0	334,005	460,239			460,239	0	-132,573	18,663	
	TOTAL COST	3,117,383	0	3,117,383	4,295,556.45	59,157.84		4,295,556.45	0.00	-1,237,346	174,189.17	

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Haden AIA #144 JAN 08.xls

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Charles Haden  
Fax: 713/973-0447  
shelleyhaden@aol.com  
CONTRACTOR:  
Bonneou Construction  
Box 862  
Jackson, WY 83001

PROJECT: AIA DOCUMENT G702

Amangan Lot #1  
1605 N. Amangan Dr.  
Jackson, WY

APPLICATION NO: 16

ARCHITECT: Galambos Architects  
DATE: 8-Feb-08

1	ORIGINAL CONTRACT SUM TO DATE	\$	3,117,383.36
2	Net change by Change Orders		
3	CONTRACT SUM TO DATE		3,117,383.36
4	TOTAL COMPLETED & STORED TO DATE		4,354,729.29
5	RETAINAGE (Column 4)		174,189.17
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		4,180,540.12
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Cert.)		3,504,587.15
8	CURRENT PAYMENT DUE		678,952.97
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 8)		\$ (1,063,156.76)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS		

CO SUMMARY # 1  
CO SUMMARY # 2  
CO SUMMARY # 3  
CO SUMMARY # 4

TOTAL APPROVED THIS MONTH	1,270,820.63
NET CHANGE BY CHANGE ORDERS	
ORIGINAL CONTRACT SUM TO DATE	\$4,388,203.99

PAYMENT HISTORY	
1-	51,442.83
2-	88,367.59
3-	141,036.02
4-	122,640.88
5-	463,518.83
6-	211,488.62
7-	165,250.09
8-	354,038.37
9-	236,836.68
10-	168,426.44
11-	473,164.92
12-	489,227.35
13-	348,152.53
14-	250,000.00
15-	3,501,587.15

APPROVAL OF APPLICATION

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

AMOUNT CERTIFIED: \_\_\_\_\_  
DATE: \_\_\_\_\_

2/8/08

## BONTECOU CONSTRUCTION, INC.

BOX 862  
 JACKSON, WY. 83001  
 307-733-2990-Ph 733-4803-Fax

ENCL  
 12-11-08  
 Hand delivered  
 Re faxed 2-11-08

Amangani #1  
 Haden  
 Jackson, WY 83001  
 FAX: 713/973-0447

31-Dec-07  
 Statement

December Billing

Job #144: Amangani#1/Haden

Material	4,810.85
Labor	31,516.62
Equipment	
Subcontract	
Other	17,952.12
<b>Subtotal</b>	<b>54,279.59</b>
12% OH+P	6,513.55
Total	60,793.14
4% Retainage	2,431.73
<b>TOTAL</b>	<b>58,361.42</b>
DUE FROM OCTOBER	543,054.07
DUE FROM NOVEMBER	270,737.01
PAYMENT RECEIVED ON 12/20/07	(250,000.00)
<b>Grand Total</b>	<b>622,152.50</b>

Thank You,

Steve Bontecou  
 Bontecou Construction, Inc.

Page 1

Haden AIA #144 2007 DEC.xls

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Charles Haden  
FAX: 713/973-0447  
shelleyhaden@aol.com

CONTRACTOR:  
Bonfereau Construction  
Box 862  
Jackson, Wy. 83001

AIA DOCUMENT G702

Amargani Lot #1  
1605 N. Amargani Dr.  
Jackson, Wy

PROJECT:

shaden44@aol.com

APPLICATION NO:

15

ARCHITECT: Galambos Architects

DATE: 10-Jan-08

ORIGINAL CONTRACT SUM TO DATE		\$ 3,117,383.36
2 Net change by Change Orders		
3 CONTRACT SUM TO DATE		3,117,383.36
4 TOTAL COMPLETED & STORED TO DATE		4,295,561.45
5 RETAINAGE (Column J)		171,522.46
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		4,123,738.99
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Cert.)		3,501,587.15
8 CURRENT PAYMENT DUE		622,151.84
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		\$ (1,006,385.63)
		\$ 3,501,587.15

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS			

CO SUMMARY # 1  
CO SUMMARY # 2  
CO SUMMARY # 3  
CO SUMMARY # 4

667,773.55  
153,074.50  
175,876.44  
74,096.14

DATE:

\_\_\_\_

CONTRACTOR:

\_\_\_\_

DATE:

\_\_\_\_

CONTRACTOR:

## CONTINUATION SHEET

## AIA DOCUMENT G703

## BONTECOU CONSTRUCTION, INC.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	TOTAL SCHEDULED FROM PREVIOUS APPLICATION (D-E)	WORK COMPLETED THIS PERIOD	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED NOT IN D/E	G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% (G/C)	APPLICATION DATE: PERIOD TO:		BALANCE TO FINISH (C-G)	RETAINAGE
										9-Jan-08	December 31, 2007		
1	GENERAL REQUIREMENTS	333,645		333,645	311,708.02	14,338.04		326,046.06	98%			7,599	13,041.84
2	SITE	166,868		166,868	228,089.99	485.00		228,574.99	137%			-61,767	9,143.00
3	FOUNDATION	13,100		13,100	14,688.15			14,688.15	112%			-1,568	587.53
4	MASONRY	142,680		142,680	234,674.83			234,674.83	164%			-9,995	9,386.99
5	STEEL	32,100		32,100	115,384.45			115,384.45	359%			-83,284	4,615.38
6	CONSTRUCTION FRAMING/FINISH	337,700		337,700	455,671.69	23,715.12		479,386.81	142%			-141,687	46,175.47
7	BOILING & MOISTURE-PROT	58,157		58,157	84,753.59	503.89		85,267.48	147%			-27,110	3,410.70
8	CABINETS	195,000		195,000	330,706.78			330,706.78	170%			-135,707	13,228.27
9	WINDOWS & DOORS	82,274		82,274	165,642.75	621.49		166,264.24	202%			-83,990	6,550.57
10	DRYWALL	19,500		19,500	35,029.48			35,029.48	180%			-15,529	1,401.18
11	COUNTERTOPS	68,960		68,960	92,862.17			92,862.17	135%			-23,902	3,714.49
12	TILE	70,900		70,900	113,654.47			113,654.47	160%			-42,754	4,546.18
13	CEILING	165,930		165,930	181,788.17			181,788.17	110%			-15,858	7,271.53
14	FINISHES- STONE FLOORS	226,380		226,380	278,032.86			278,032.86	123%			-51,653	11,121.31
15	PAINTING	118,000		118,000	137,745.79			137,745.79	117%			-19,746	5,509.83
16	SPECIALTIES	8,100		8,100	25,161.80	5,549.59		30,711.39	379%			-22,611	1,228.46
17	APPLIANCES	25,000		25,000	39,984.92			39,984.92	160%			-14,985	1,599.80
18	SPECIAL CONSTRUCTION	47,844		47,844	53,108.16			53,108.16	111%			-5,264	2,124.33
19	MECHANICAL	222,100		222,100	384,670.68	(1,083.72)		363,586.96	164%			-141,487	14,543.48
20	ELECTRICAL/AUDIO VIDEO	424,200		424,200	492,781.21	10,150.18		502,931.39	119%			-78,731	20,117.26
21	EQUIPMENT & STAGING	25,000		25,000	24,883.19			24,883.19	100%			117	995.33
	SUBTOTAL												
	OVERHEAD +PROFIT	2,788,378	0.00	2,788,378	3,781,043.13	54,279.59	0.00	3,835,322.72				-1,051,945	153,413
		334,005	0	334,005	453,725	6,514	0	460,239	0			-126,233	18,410
	TOTAL COST	3,117,383	0	3,117,383	4,234,768.31	60,793.14	0.00	4,295,561.45	0.00			-1,178,178	171,822.46

BONTECOU CONSTRUCTION, INC.  
 BOX 862  
 JACKSON, WY. 83001  
 307-733-2990-Ph 733- 4803-Fax

**COPY**

Amangani #1

Haden

Jackson, WY 83001

FAX: 713/973-0447

30-Nov-07

Statement

November Billing

**Job #144: Amangani#1/Haden**

Material

18,279.05

Labor

44,029.54

Equipment

288.46

Subcontract

189,204.48

Other

Subtotal 251,801.53

12% OH+P 30,216.18

Total 282,017.71

4% Retainage 11,280.71

**TOTAL** 270,737.01

**DUE FROM LAST MONTH**

543,054.07

Grand Total 813,791.08

Thank You,

Steve Bontecou

Bontecou Construction, Inc.

## CONTINUATION SHEET

## AIA DOCUMENT G703

ITEM NO.	DESCRIPTION OF WORK	BONTECOU CONSTRUCTION, INC.						APPLICATION DATE:	
		C. SCHEDULED VALUE	CHANGE ORDERS	TOTAL WORK SCHEDULED FROM PREVIOUS APPLICATION (D+E)	E. COMPLETED THIS PERIOD	F. MATERIALS PRESENTLY STORED	G. TOTAL COMPLETE AND STORED TO DATE (D+E+F)	PERIOD TO: 12-Dec-07	11/30/2007
1	GENERAL REQUIREMENTS	333,645		333,645	274,872.15	36,835.87	311,768.02	93%	21,937
2	SITE	165,808	164,080.81	166,808	64,029.18	228,089.99	137%	-61,282	12,468.32
3	FOUNDATION	13,100	14,341.11	13,100	347.04	14,688.15	112%	-1,588	9,123.60
4	MASONRY	142,680		142,680	(8,026.00)	234,874.83	164%	-91,985	587.53
5	STEEL	32,100	108,017.52	32,100	7,366.91	115,384.43	359%	-83,264	9,386.99
6	CONSTRUCTION FRAM/FINISH	337,700		337,700	430,529.83	455,671.69	133%	-117,972	4,615.38
7	ROOFING & MOISTURE PROTEC	58,157	25,141.86	58,157	79,927.59	84,785.59	145%	-28,607	18,226.87
8	CABINETS	195,000	4,836.00	195,000	330,084.83	330,706.78	170%	-135,707	3,390.54
9	WINDOWS & DOORS	82,274	148,070.90	82,274	17,571.85	165,842.75	201%	-63,369	13,226.27
10	DRYWALL	19,500	30,058.98	19,500	4,940.50	35,029.48	180%	-15,529	6,625.71
11	COUNTERTOPS	68,960		68,960	92,852.17	92,862.17	135%	-23,902	1,401.18
12	TILE	70,900		70,900	113,654.47	113,654.47	160%	-42,754	3,714.49
13	CEILING	165,930	181,788.17	226,380	278,032.86	181,788.17	110%	-15,858	4,546.18
14	FINISHES- STONE FLOORS			118,000	126,840.79	278,032.86	123%	-5,1633	7,271.53
15	PAINTING			8,100	12,745.04	137,745.79	117%	-19,746	11,121.31
16	SPECIALTIES			25,000	39,994.92	25,161.80	311%	-17,062	5,509.83
17	APPLIANCES			47,844	53,108.16	39,994.92	160%	-14,995	1,006.47
18	SPECIAL CONSTRUCTION			222,100	222,100	53,105.16	111%	-5,264	1,599.80
19	MECHANICAL			424,200	424,200	364,670.68	164%	-142,571	2,124.33
20	ELECTRICAL/AUDIO VIDEO			25,000	25,000	492,781.21	116%	-68,581	14,556.83
21	EQUIPMENT & STAGING				24,883.19	24,883.19	100%	117	19,711.25
	SUBTOTAL	2,783,378	0.00	2,783,378	3,529,242.11	251,801.02	0.00	3,751,043.13	995.33
	OVERHEAD +PROFIT	334,005	0	334,005	423,509	30,216	0	453,725	151,242
	TOTAL COST	3,117,383	0	3,117,383	3,952,751.16	292,017.14	0.00	4,234,768.31	18,149
								-1,117,385	169,390.73

Page 2

Haden AIA #144-2007 NOV.xls

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Charles Haden  
FAX: 713.973-0447  
shellyhaden@aol.com

CONTRACTOR:  
Bonfocou Construction  
Box 862  
Jackson, Wy. 83001

PROJECT: AIA DOCUMENT G702

TO: chaden44@aol.com  
PROJECT: Amangani Lot #1  
1605 N. Amangani Dr.  
Jackson, Wy.

ARCHITECT: Galambos Architects

DATE: 12-Dec-07

1	ORIGINAL CONTRACT SUM TO DATE	\$ 3,117,383.36
2	Net change by Change Orders	
3	CONTRACT SUM TO DATE	3,117,383.36
4	TOTAL COMPLETED & STORED TO DATE	4,234,768.31
5	RETAINAGE... (Column J)	
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	168,380.73
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Cert.)	4,065,377.57
8	CURRENT PAYMENT DUE	3,251,587.15
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	813,790.42
		\$ (947,994.21)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS		

CO SUMMARY # 1  
CO SUMMARY # 2  
CO SUMMARY # 3

TOTAL APPROVED THIS MONTH	NET CHANGE BY CHANGE ORDERS
1,426,227.49	1,196,724.49

## PAYMENT HISTORY

1-

51,442.83

2-

88,367.59

3-

141,036.02

4-

122,640.88

5-

463,518.83

6-

211,489.62

7-

165,250.09

8-

354,033.37

9-

236,838.68

10-

166,426.44

11-

413,164.92

12-

489,227.35

13-

348,152.53

14-

3,251,587.15

15-

## APPROVAL OF APPLICATION

CONTRACTOR:

DATE:

ARCHITECT:

AMOUNT CERTIFIED:

DATE:

12/12/07

BONTECOU CONSTRUCTION, INC.  
 BOX 862  
 JACKSON, WY. 83001  
 307-733-2990-Ph 733-4803-Fax

**COPY**  
 Hana delivered  
 11/12/07 ✓

Amangani #1

Haden

Jackson, WY 83001

FAX: 713/973-0447

31-Oct-07

Statement

OCTOBER Billing

Job #144: Amangani #1/Haden

Material	27,482.73
Labor	71,895.47
Equipment	191.88
Subcontract	405,502.53
Other	
<b>Subtotal</b>	<b>505,072.61</b>
12% OH+P	60,608.71
<b>Total</b>	<b>565,681.32</b>
4% Retainage	22,627.25
<b>TOTAL</b>	<b>543,054.07</b>
<b>Grand Total</b>	<b>543,054.07</b>

DUE FROM LAST MONTH

Thank You,

Steve Bontecou  
 Bontecou Construction, Inc.

Haden AIA #144 2007 OCT.xls

Page 2

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Charles Haden

FAX: 713/973-0447

shellenhaden@aol.com

shaden44@aol.com

PROJECT:

Amangan Lot #1  
1805 N. Amangan Dr.  
Jackson, WY

APPLICATION NO:

13

CONTRACTOR:

Bontecou Construction  
Box 862  
Jackson, WY 83001

ARCHITECT: Galambos Architects

DATE:

9-Nov-07

ORIGINAL CONTRACT SUM TO DATE		\$ 3,117,383.36
Net change by Change Orders		
CONTRACT SUM TO DATE		
TOTAL COMPLETED & STORED TO DATE		
RETAINAGE (Column 4)		
TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Cert.)		
8 CURRENT PAYMENT DUE		
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 9)		
		\$ (57,257.76)

PAYMENT HISTORY		
1.	51,442.83	
2.	88,367.59	
3.	141,036.02	
4.	122,640.88	
5.	463,518.83	
6.	211,489.62	
7.	165,250.09	
8.	354,033.37	
9.	236,836.68	
10.	163,426.44	
11.	413,164.92	
12.	489,227.35	
13.	348,152.53	
14.		
15.		
		3,251,587.15

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS			
CO SUMMARY #1			
CO SUMMARY #2	867,773.55		
CO SUMMARY #3	153,074.50		
	175,876.44		
TOTAL APPROVED THIS MONTH			
NET CHANGE BY CHANGE ORDERS	1,196,724.49		
	1,196,724.49		

APPROVAL OF APPLICATION

CONTRACTOR:

DATE: \_\_\_\_\_

ARCHITECT:

DATE: \_\_\_\_\_

AMOUNT CERTIFIED:  
DATE: \_\_\_\_\_

## CONTINUATION SHEET

Haden AIA #144 2007 OCT.xls  
AIA DOCUMENT G703

ITEM NO.	DESCRIPTION OF WORK	BONTECOU CONSTRUCTION, INC.			APPLICATION DATE: 9-Nov-07			BALANCE TO FINISH (C-G)	RETAINAGE
		C SCHEDULED VALUE	D CHANGE ORDERS	E TOTAL SCHEDULED FROM PREVIOUS VALUE	F WORK COMPLETED THIS PERIOD	G MATERIALS PRESENTLY STORED	(D+E+F)		
1	GENERAL REQUIREMENTS	333,645		333,645	249,801.28	25,070.87	274,872.15	8.2%	58,773
2	SITE FOUNDATION	166,808		166,808	100,577.85	63,482.96	164,060.81	98%	10,994.98
3	MASONRY	13,100		13,100	14,341.11	14,341.11	2,747	2,747	6,582.43
4	STEEL	142,680		142,680	223,898.83	18,802.00	14,341.11	100%	-1,241
5	CONSTRUCTION FRAM/FINISH	32,100		32,100	91,852.85	16,164.57	242,700.83	170%	573.64
6	ROOFING & MOISTURE PROTEC	337,700		337,700	393,904.29	108,017.52	108,017.52	337%	-75,918
7	CABINETS	58,157		58,157	69,481.59	36,625.54	430,529.83	127%	17,221.19
8	WINDOWS & DOORS	185,000		185,000	329,842.76	10,436.00	79,927.59	137%	-92,830
9	DRYWALL	82,274		82,274	82,274	242,07	330,084.83	221,771	3,187.10
10	DRYWALL	19,500		19,500	28,481.98	24,553.81	148,070.90	169%	-135,085
11	COUNTERTOPS	68,980		68,980	14,454.70	1,507.00	30,088.98	180%	-65,797
12	TILE	70,900		70,900	78,407.47	92,862.17	154%	5,922.84	-10,589
13	CEILING	165,930		165,930	101,819.12	11,839.35	135%	1,203.56	-23,902
14	FINISHES- STONE FLOORS	226,380		226,380	181,178.21	609.96	113,654.47	160%	3,714.49
15	PAINTING	118,000		118,000	278,032.86	181,788.17	-42,754	4,546.18	-15,858
16	SPECIALTIES	8,100		8,100	113,304.00	13,338.79	278,032.86	123%	7,271.53
17	APPLIANCES	25,000		25,000	3,579.04	9,166.00	-126,840.79	107%	-51,653
18	SPECIAL CONSTRUCTION	47,844		47,844	5,972.42	31,022.50	12,745.04	157%	-8,841
19	MECHANICAL	222,100		222,100	47,844	22,987.92	39,984.92	160%	5,073.63
20	ELECTRICAL/AUDIO/VIDEO	424,200		424,200	222,100	287,192.50	53,108.16	114%	1,599.80
21	EQUIPMENT & STAGING	25,000		25,000	424,200	352,155.91	119,295.05	140%	-2,124.83
	OVERHEAD +PROFIT	2,783,378	0.00	2,783,378	3,024,169.60	505,072.51	0.00	-88,087	12,447.47
	TOTAL COST	3,117,383	0	3,117,383	3,387,069.95	585,681.21	0.00	-4,725.1	18,858.04
								117	995.33
									-745,864
									141,170
									-89,504
									16,840
									-835,368
									158,110.05

BONTECOU CONSTRUCTION, INC.  
 BOX 862  
 JACKSON, WY. 83001  
 307-733-2990-Ph 733-4803-Fax

Hand delivered  
 10/19/07 ✓  
 by  
 GRB

Amangani #1

Haden  
 Jackson, WY 83001  
 FAX: 713/973-0447

30-Sep-07  
 Statement

SEPTEMBER Billing

Job #144: Amangani#1/Haden

Material	11,631.84
Labor	74,444.26
Equipment	2,091.88
Subcontract	235,634.21
Other	
Subtotal	323,802.19
12% OH+P	38,856.26
Total	362,658.45
4% Retainage	14,506.34
<b>TOTAL</b>	<b>348,152.11</b>
Due from August billing	
Grand Total	96,644.47
	444,796.58

Thank You,

Steve Bontecou  
 Bontecou Construction, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Charles Hadden  
FAX: 713/973-0447  
shanellevhadden@aol.com

CONTRACTOR:  
Bonitecui Construction  
Box 862  
Jackson, Wyo. 83001

RECEIPT OF CERTIFICATE FOR PAYMENT

chaden44@aol.com

Amangani Lot #1  
1605 N. Amangani Dr.  
Jackson, WY

PROJECT:

Galambos Architects

ARCHITECT

1	ORIGINAL CONTRACT SUM TO DATE	\$ 3,117,383.36
2	Net change by Change Orders	3,117,383.36
3	CONTRACT SUM TO DATE	3,387,069.95
4	TOTAL COMPLETED & STORED TO DATE	135,482.80
5	RETAINAGE (Column J)	
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	3,251,587.15
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Cert.)	2,806,790.15
8	CURRENT PAYMENT DUE	444,797.00
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 1134,207.70

CHANGE ORDER SUMMARY	TOTAL CHANGES APPROVED IN PREVIOUS MONTH <sup>12</sup>	ADDITIONS	DEDUCTIONS

2,806,780.15

APPENDIX C

DATE:

111

10/15/07

Haden AIA #144 2007 SEPT-X15

## CONTINUATION SHEET

## AIA DOCUMENT G703

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	TOTAL SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D+E)	COMPLETED THIS PERIOD (D+E)	MATERIALS PRESENTLY STORED NOT IN D/E	TOTAL COMPLETE AND STORED TO DATE (D+E+F)	APPLICATION DATE: 15-Oct-07		BALANCE TO FINISH (G-C)	RETAINAGE (G-G)
									F	G		
1	GENERAL REQUIREMENTS	333,645		333,645	227,828.49	22,172.79		249,801.28	75%	83,844	9,992.05	
2	SITE	166,808	166,808	40,245.53	60,332.52	100,577.85	50%	66,230		4,023.11		
3	FOUNDATION	13,100	13,100	12,986.11	1,375.00	14,341.11	109%	-1,241			573.64	
4	MASONRY	142,680		185,513.68	38,385.15			223,856.83	157%	-81,219	8,955.95	
5	STEEL	32,100		32,100	37,260.02	54,592.93	91,852.95	286%	-59,753	3,674.12		
6	CONSTRUCTION FRAM/FINISH	337,700		337,700	381,407.55	12,496.74	393,904.29	117%	-56,204	15,756.17		
7	ROOFING & MOISTURE PROTEC	58,157		58,157	69,412.82	78.77	69,491.59	119%	-11,335		2,779.66	
8	CABINETS	195,000		195,000	329,472.38	370.38	329,842.76	169%	-134,843	13,193.71		
9	WINDOWS & DOORS	82,274		82,274	86,554.23	36,852.86	123,417.09	150%	-4,143	4,936.68		
10	DRYWALL	19,500		19,500	22,565.98	5,916.00	28,481.98	148%	-8,982	1,139.28		
11	COUNTERTOPS	68,960		68,960	14,454.70			14,454.70	21%	54,505	578.19	
12	TILE	70,900		70,900	64,127.40	37,881.72	101,819.12	144%	-30,919	4,072.76		
13	CEILING	165,930		165,930	180,935.10	243.11	181,178.21	109%	-15,248	7,247.13		
14	FINISHES- STONE FLOORS	226,380		226,380	278,032.85		278,032.86	123%	-51,653	11,121.31		
15	PAINTING	118,000		118,000	82,952.00	30,352.00	113,304.00	96%	4,696	4,532.16		
16	SPECIALTIES	8,100		8,100	1,732.04	1,847.00	3,579.04	44%		4,521	149.16	
17	APPLIANCES	25,000		25,000	8,972.42		8,972.42	36%	16,028	358.80		
18	SPECIAL CONSTRUCTION	47,844		47,844	21,973.92	1,014.00	22,987.92	48%	24,856	919.52		
19	MECHANICAL	222,100		222,100	280,469.30	16,723.20	287,192.50	134%	-75,093	11,987.70		
20	ELECTRICAL/AUDIO VIDEO	424,200		424,200	350,307.89	1,846.02	352,155.91	83%	72,044	14,086.24		
21	EQUIPMENT & STAGING	25,000		25,000	23,383.19	1,500.00	24,883.19	100%	117	995.33		
	SUBTOTAL	2,783,378	0.00	2,783,378	2,700,357.41	323,802.19	0.00	3,024,169.60		-240,792	120,967	
	OVERHEAD +PROFIT	334,005	0	334,005	324,044	38,856	0	362,900	0	-28,895	14,516	
	TOTAL COST	3,117,383	0	3,117,383	3,024,411.50	362,658.45	0.00	3,387,066.95	0.00	-269,687	135,482.80	

RENASCENCE CORPORATION

SAN FELIPE PLAZA  
5847 SAN FELIPE  
SUITE 1700  
HOUSTON, TEXAS 77057  
  
(713) 629-5500  
(713) 629-0203 (FAX)

DELIVERED BY FEDERAL EXPRESS

August 28, 2006

Steve Bontecou  
Bontecou Construction, Inc.  
1490 Gregory Lane, # 3  
Jackson, WY 83001

Re: Standard Form Of Agreement Between Owner and Contractor/  
Nadowessioux Properties, Ltd. Residence @ Amangani Lot # 1

Dear Steve:

Enclosed is the above referenced Contract executed and completed as to reflect the various specifics of our situation. Also enclosed is the Bontecou Construction (1) Job Cost Estimate (dated July 26, 2006); and (2) Supplement To AIA Document A111-1997 Addendum 1 and Addendum 2 (both signed and dated August 28, 2006).

You will note that I have not made any other changes other than what we have discussed by telephone. Please provide me an executed original of the Contact (and attachments) and return for my files.

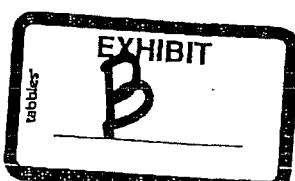
Shelley and I look forward to working with you in completing the construction of the Amangani 1 House @ 1605 North Amangani Drive.

Thank you for all your assistance in formulating our agreement.

Sincerely,

NADOWESSIOUX PROPERTIES LTD.

  
Charles M. Haden, Jr.



SUPPLEMENT TO AIA DOCUMENT A111-1997  
ADDENDUM 2

**Article 15.15 To be supplemented with the following:**

Teton Heritage Landscape

1 page with handrawn sketches of trees and bushes.

Galambos Architects Inc. - Dated 11/14/03 - Stamped "Not Final"

A - 1.1, 2.1, 2.2, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 10.1, 10.2, 10.3, 10.4, 10.6, 10.7,  
10.8, 10.9, 10.10, 10.11

E - 1.1 - Revised - Dated 10/17/03  
E - 1.1, 1.2

Patri Merker Architects - Dated 9/25/02

A - 0.1, 1.1, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.1, 3.2, 3.3, 3.4, 3.5, 6.1, 6.2, 7.1,  
8.1, 8.3, 8.4, 8.5, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10

M - 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3

E - 1.1, 1.2, 1.3, 1.4, 2.1, 2.2, 3.1, 4.1, 5.1, 6.1

It is believed that the plans by Galambas dated 11/14/06 supercede the  
earlier plans of Patri Merker wherever they overlap.

Owner:

Charles M. Dabbs

8-28-06

Contractor- Bontecou Construction, Inc.

Steve Bontecou 8-31-06

SUPPLEMENT TO AIA DOCUMENT A111-1997  
ADDENDUM 1

Article 5.2.1. To be supplemented with the following :

The parties have further agreed that the costs which would exceed the Guaranteed Maximum Price would be paid by the Contractor without reimbursement by the owner.

The parties desire to: 1) build the project according to the original specifications  
2) while following those original specifications in some areas, the owner and builder  
agree to establish a list of changes to those specs with the intention of saving money.

Both the owner and the Contractor will share in the savings as follows.  
If the price of the house is below the Guaranteed Maximum Price the Contractor will receive, as compensation, 50% of such savings. These savings include, but are not limited to, any savings the Contractor obtains by rebidding subcontractors or suppliers. The 50% amount to be paid to the Contractor shall be made at the time of final payment.

If the owner makes changes that lower or raise the GMP, the Contractor will submit Change Orders that would subsequently alter the GMP accordingly. Therefore those changes would not affect the bonus plan.

Article 4.3 - Liquid damages and bonus payments for Substantial Completion date.  
For every two week period that the Contractor obtains substantial completion prior to the finish date, the above bonus in Article 5.2.1 Supplement will increase by 5%. In other words, if house is completed 7 days before the agreed date the bonus stays at 50%. If SBC completes the house 15 days prior, the bonus will be 55% of the savings. If 4 weeks before it will be 60% of savings. Etc.  
Likewise, if house is not completed by agreed date, the bonus will be decreased by the same timeframe (2 week increments) and the same % (5%). If there is no bonus, there will be no penalty or liquidated damages. In other words, the 5% deduction of the bonus would not be in place until 2 weeks after the completion date.

It is accepted that some punch list items may remain to be completed after the agreed upon "Substantial Completion" date and they will not affect this bonus.

Article 15.1.7 shall include the latest Job Cost Estimate dated : 7/26/06.

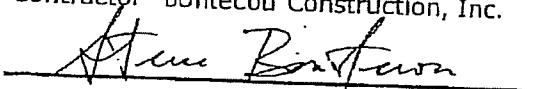
Article 16 : Charles Haden will secure and maintain Builder's Risk Insurance to the full insurable amount of the project naming each other (Haden and Bontecou) as co-insureds.

Owner:



8-28-06

Contractor- Bontecou Construction, Inc.



8-31-06

Mont. 2016

		M	L	E	S	
6050	FASTENERS & ADHESIVES	0	0	0	0	
6100	STAIR FRAMING	0	0	0	0	
6110	TYTICAL WALL FRAMING	0	0	0	0	
6111	ATYPICAL WALL FRAME	750	2,250	0	0	
6112	WALL SHEATHING	500	1,500	0	0	3,000
6114	T&G ROOF DECKING	0	0	0	0	2,000
6116	ATYPICAL ROOF FRAMING	0	0	0	0	0
6118	TYTICAL ROOF FRAMING	0	0	0	0	0
6119	COLD ROOF	0	0	0	0	0
6125	1ST FLOOR DECK FRAMING	0	0	0	0	0
6126	2ND FLOOR DECK FRAMING	0	0	0	0	0
6127	DECK SHEATHING	0	0	0	0	0
6130	OLD BEAMS-hand hewn	0	0	0	0	0
6200	EXTIOR SIDING-cedar	0	0	0	0	0
6200.2	BARNWOOD SIDING	1,200	3,000	0	0	0
6201	EXTIOR TRIM	0	0	0	0	0
6203	INTERIOR TRIM	0	0	0	0	4,200
6400	INTERIOR PANELING	0	0	0	0	0
6420	EXTIOR DECKS	55,000	268,900	0	0	0
6430	EXT RAILINGS	0	0	0	0	0
6431	INTERIOR RAILINGS	2,100	2,500	0	0	323,900
		0	0	0	0	4,600 labor allowance
		0	0	0	0	0
7200	INSULATION	0	0	0	0	
7400	ROOFING & FLASHING	0	0	0	0	
7600	SOFFIT	3,500	0	54,657	54,657	Blesster estimate for lids, walls and foundations
7700	FASCIA	0	0	0	0	3,500
		0	0	0	0	0
8000	CABINETS	0	0	0	0	
		0	0	0	0	195,000 Willowcreek estimate to complete
8100	EXTERIOR WINDOWS	0	0	0	0	
8130	EXTERIOR DOORS	0	0	0	0	
8200	INTERIOR DOORS	0	0	0	0	
8201	SHOWER ENCLOSURES	37,624	15,200	0	300	1,150 Willowcreek \$9,000 allowance for exterior entry door
8202	MIRRORS	0	0	0	0	\$3,824 Willowcreek estimate to complete lids entry door
8300	OVERHEAD DOORS	0	0	6,800	6,800	ESTIMATE FROM LOWER VALLEY GLASS
8710	DOOR HARDWARE	0	0	0	2,900	2,900 LOWER VALLEY GLASS
		13,100	3,500	0	1,000	1,000 Garage Door Handman
		0	0	0	0	16,600 Rocky Mt Hardware; labor allowance 3500
		0	0	0	0	Barker estimate cont.
		0	0	0	0	

			M	L	E	S	
9200	DRYWALL		0	0	0	19,500	19,500 Davidson Drywall estimate
9300	MARBLE COUNTERTOPS		850	1,500	0	0	2,350 labor allowance 1,500.
9301	TILE + TILE FLOORS		0	0	0	0	0
9500	ACOUSTICAL TREATMENT		0	0	0	0	0
9545	CEILINGS		0	0	0	137,510	137,510 Burrows Marble & Granite tile and slabs
9550	WOOD FLOORS		21,400	144,530	0	0	0
9600	STONE FLOORS		0	0	0	0	165,930
9680	CARPET		5,000	0	0	0	0
9910	EXTERIOR PAINTING		0	0	0	221,380	226,380 Eugene Petersen's estimate to complete stone floors
9920	INTERIOR PAINTING		0	0	0	0	0
10300	WOOD STOVES OR INSERTS		0	0	0	118,000	118,000
10800	BATH ACCESSORIES		5,800	1,500	0	800	800 Macho-hookup for gas logs
11450	APPLIANCES		0	0	0	0	0 NO ARCH PLANNING IN CABINET BID
12280	MOTORIZED SHADES		0	0	0	25,000	25,000
13010	WINE ROOM		1,500	3,500	0	0	0
13052	SAUNA		0	0	0	18,794	23,794 Innovative Openings est. to complete; labor allowance 17.50.
13150	TIMBERS AND BEAMS		12,500	4,800	0	0	0 NO ARCH PLANNING IN CABINET BID
13200	PROPANE TANK		0	0	0	0	21,300 (S) Wyo Mech to supply equipment only
13800	SECURITY SYSTEM		0	0	0	0	0 (S) IS MKD Mike Doyle
13150	SWIMMING POOL		0	0	0	0	0
13170	HOT TUB		0	0	0	0	0
			0	0	0	2,750	2,750 Riccs Pool & Spa estimate to complete
15300	SPRINKLER SYSTEM		0	0	0	0	0
15400	PLUMBING		0	0	0	0	0
15440	PLUMBING FIXTURES+FITTINGS		0	0	0	0	0
15500	HVAC		0	0	0	9,600	9,600 Old faithful estimate to complete
15550	VENTING		0	0	0	48,563	48,563 JB Mechanical estimate to complete
15750	RADIANT FLOOR HEAT		0	0	0	96,682	96,682 mech estimate to complete 5-9-06
15760	SNOWMELT		0	0	0	0	0
15760	GPCRETE		0	0	0	20,000	20,000 Wyo Mech to repair damage to system
15770	SLEEPERS		0	0	0	47,255	47,255 Wyo Mech to complete hydronic snowmelt
			0	0	0	0	0

Barker estimate cont.						
16050	ELECTRICAL	M	L	E	S	
16700	AUDIO VIDEO SYSTEMS	0	0	0	313,100	
16740	TELEPHONES	0	0	0	111,100	111,100 MLE Estimate to complete electrical & Lutron
16900	ELECTRICAL FIXTURES	0	0	0	0	0 MLE estimate to for equip and install
20050	EQUIPMENT AND STAGING	0	0	25,000	0	25,000
Job Totals .....	169,974	541,230	36,000	2,036,174	2,783,328	
Overhead & Profit .....					334,005	
Grand Total.....						3,117,383

Mr. Moore

1997 EDITION

## AIA DOCUMENT A111-1997

**Standard Form of Agreement Between Owner and Contractor***where the basis for payment is the COST OF THE WORK PLUS A FEE with a negotiated Guaranteed Maximum Price***AGREEMENT** made as of the  
in the year

(In words, indicate day, month and year)

day of

**BETWEEN** the Owner:

(Name, address and other information)

CHARLES HADEN  
SAN FELIPE SUITE 1700  
HOU 77057 TX. 77057

and the Contractor:

(Name, address and other information)

BONNIE LEE CONSTRUCTION, INC.  
BOX 862  
WY. 83001The Project is:  
(Name and address)HADEN RESIDENCE  
AMANGANI LOT #1

WY. 83001

The Architect is:

(Name, address and other information)

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1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 15. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationships of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

4.1. The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provisions are made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

August 5, 2006

GB

September 4, 2006 GM, LA

If, prior to commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

4.2 The Contract Time shall be measured from the date of commencement.



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N

4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **242** days from the date of commencement, or as follows:  
 (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

May 4, 2007 CM.VT. 513

EXCEPTION TO TIMELINE: LANDSCAPE PROJECT TO START AT EARLIEST SNOW MELT. DURATION OF JOB FROM START APPROX 4-6 WEEKS DEPENDING, subject to adjustments of this Contract Time as provided in the Contract Documents. ON WEATHER APPROX. (Insert provisions, if any, for liquidated damages relating to failure to complete on time, or for bonus payments START DATE 5/20/ for early completion of the Work.) 5/13

SEE ADDENDUM #1 ON ATTACHED SUPPLEMENT.

#### ARTICLE 5 BASIS FOR PAYMENT

##### 5.1 CONTRACT SUM:

5.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

##### 5.1.2 The Contractor's Fee is:

12% OF THE COST OF WORK  
 (State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee, and describe the method of adjustment of the Contractor's Fee for changes in the Work.)

##### 5.2 GUARANTEED MAXIMUM PRICE

5.2.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed:

Dollars (\$3,117,383), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.  
 (Insert specific provisions if the Contractor is to participate in any savings.)

SEE ADDENDUM #1 ATTACHED.



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5.2.3 Unit prices, if any, are as follows:

5.2.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

5.2.5 Assumptions, if any, on which the Guaranteed Maximum Price is based are as follows:

5.2.6 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

#### ARTICLE 6: CHANGES IN THE WORK

6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Subparagraph 7.3.3 of AIA Document A201-1997.

6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of AIA Document A201-1997 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of AIA Document A201-1997 shall have the meanings assigned to them in AIA Document A201-1997, and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontract awards with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-1997 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the terms "fee" and "a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Subparagraph 5.1.2 of this Agreement.



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6.4 If no specific provision is made in Paragraph 5.1 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Paragraph 5.1 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COSTS TO BE REIMBURSED

### 7.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

### 7.2 LABOR COSTS

7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops.

7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 14 the personnel to be included and whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 7.2.1 through 7.2.3.

### 7.3 SUBCONTRACT COSTS

7.3.1 Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

### 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

7.4.2 Costs of materials described in the preceding Subparagraph 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

7.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and



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7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor in the performance of the Work and with the Owner's prior written approval; which approval shall not be unreasonably withheld.

7.6.9 Expenses incurred in accordance with the Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner.

#### 7.7 OTHER COSTS AND EMERGENCIES

7.7.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

7.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.6 of AIA Document A201-1997.

7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recoverable by the Contractor from insurance, sureties, Subcontractors or suppliers.

### ARTICLE 8 COSTS NOT TO BE REIMBURSED

8.1 The Cost of the Work shall not include:

8.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 7.2.2 and 7.2.3 or as may be provided in Article 14.

8.1.2 Expenses of the Contractor's principal office and offices other than the site office.

8.1.3 Overhead and general expenses, except as may be expressly included in Article 7.

8.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

8.1.5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 7.5.2.

8.1.6 Except as provided in Subparagraph 7.7.3 of this Agreement, costs due to the negligence or failure to fulfill a specific responsibility of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

8.1.7 Any cost not specifically and expressly described in Article 7.

8.1.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

### ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (i) before making the payment, the Contractor included them in an Application for Payment



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and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

**9.2** Amounts that accrue to the Owner in accordance with the provisions of Paragraph 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS**

**10.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons or entities from whom the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**10.2** If a specific bidder among those whose bids are delivered by the Contractor to the Architect (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**10.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

#### **ARTICLE 11 ACCOUNTING RECORDS**

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

#### **ARTICLE 12 PAYMENTS**

##### **12.1 PROGRESS PAYMENTS**

**12.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**12.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:



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12.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~OWNER~~ <sup>SP</sup> day of a month, the Owner shall make payment to the Contractor not later than the ~~20th~~ <sup>45</sup> day of the ~~same~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~OWNER~~ <sup>45</sup> days after the Architect receives the Application for Payment. *Aug. 12*

12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
2. add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. add the Contractor's Fee, less retainerage of ~~FOUR~~ percent (4%). The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.2 or, if the Contractor's Fee is stated as a fixed sum in that Subparagraph, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable cost of the Work upon its completion;
4. subtract the aggregate of previous payments made by the Owner;
5. subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
6. subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.



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12.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of not less than Four percent ( 4 %). The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontractors.

12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

#### 12.2 FINAL PAYMENT

12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, many, which extend beyond final payment; and a final Certificate for Payment has been issued by the Architect.

12.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

12.2.3 The Owner's accountants will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such cost of the Work as the Owner's accountants report to be substantiated by the Contractor's final accounting, and provided the other conditions of Subparagraph 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 12.2.4 of the AIA Document A201-1997. The time periods stated in this Subparagraph 12.2.3 supersede those stated in Subparagraph 9.4.1 of the AIA Document A201-1997.

12.2.4 If the Owner's accountants' report the cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to demand arbitration of the disputed amount without a further decision of the Architect. Such demand for arbitration shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment; failure to demand arbitration within this 30-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Contractor. Pending a final resolution by arbitration, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work,



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the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Paragraph 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

#### ARTICLE 13. TERMINATION OR SUSPENSION

13.1. The Contract may be terminated by the Contractor, or by the Owner for convenience, as provided in Article 14 of AIA Document A201-1997. However, the amount to be paid to the Contractor under Subparagraph 14.1.3 of AIA Document A201-1997 shall not exceed the amount the Contractor would be entitled to receive under Paragraph 13.2 below, except that the Contractor's fee shall be calculated as if the Work had been fully completed by the Contractor, including a reasonable estimate of the Cost of the Work for Work not actually completed.

13.2. The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A201-1997. The amount, if any, to be paid to the Contractor under Subparagraph 14.2.4 of AIA Document A201-1997 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

13.2.1. Take the Cost of the Work incurred by the Contractor to the date of termination;

13.2.2. Add the Contractor's Fee computed on the Cost of the Work to the date of termination at the rate stated in Subparagraph 5.1.2, unless the Contractor's Fee is stated as a fixed sum in that Subparagraph, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

13.2.3. Subtract the aggregate of previous payments made by the Owner.

13.3. The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Subparagraph 13.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

13.4. The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997; in such case the Guaranteed Maximum Price and Contract Time shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201-1997 except that the term "profit" shall be understood to mean the Contractor's Fee as described in Subparagraphs 5.1.2 and Paragraph 6.4 of this Agreement.

#### ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1. Where reference is made in this Agreement to a provision AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.



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14.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
 (Insert rate of interest agreed upon, if any.)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project, and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

14.3 The Owner's representative is:  
 (Name, address and other information.)

14.4 The Contractor's representative is:  
 (Name, address and other information.)

TELEPHONE

307-733-2990 OFFICE

307-690-9119 CELL

14.5 Neither the Owner nor the Contractor's representative shall be changed without ten days' written notice to the other party.

14.6 Other provisions:

#### ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

15.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

15.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A111-1997.

15.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.



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15.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
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15.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 15.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

15.1.5 The Drawings are as follows and are dated different date is shown below:

unless a

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------



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15.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
ADDENDA # 1		1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 15.

15.1.7 Other Documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents, such as a list of alternates that are intended to form part of the Contract Documents. AIA Document A111-1997 provides that bidding requirements such as advertisement or invitation to bid, instructions to Bidders, sample forms and the contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Job Cost Estimate

DATED 7/26/06



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**ARTICLE 16 INSURANCE AND BONDS**

(List required limits of liability for insurance and bonds. AIA Document A201-1997 gives other specific requirements for insurance and bonds.)

BUILDER'S RISK BY OWNED. SEE APPENDIX H-1

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one to be delivered to the Contractor, one to the Architect for use in the administration of the Contract and the remainder to the Owner.

OWNER (Signature)

CONTRACTOR (Signature)



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